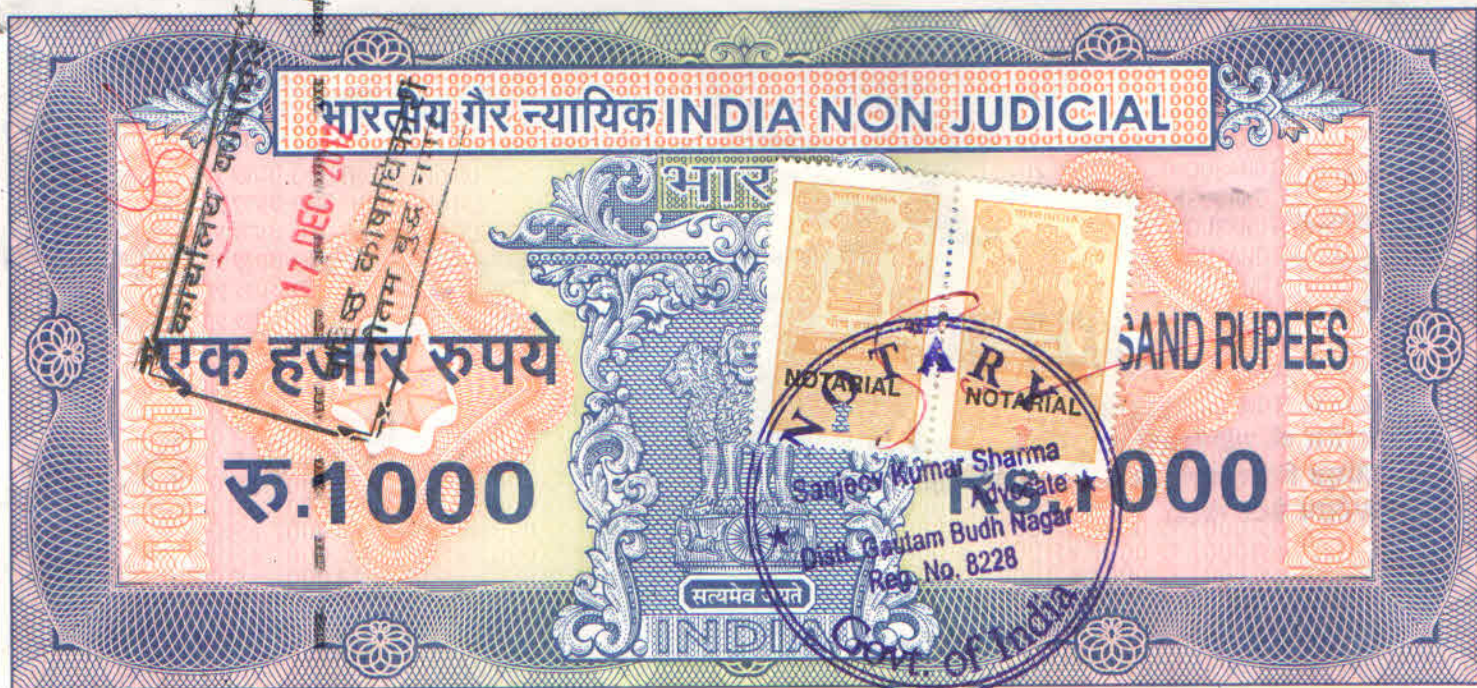




उत्तर प्रदेश UTTAR PRADESH

U 335984

COLLABORATION AGREEMENT

This Agreement is executed on this 21-12-2012, Twenty First December, in the year Two Thousand and Twelve, by and between the following described parties:

M/s. Dreamland Promoters & Consultants Pvt. Ltd., a company incorporated under the Companies Act, 1956. (No. 1 of 1956) and having registered office at 211 to 213, 2nd Floor, Krishna Apra Plaza, Sec-18, Noida-201301, U.P., through its **Director Mr. Pawan Bhadana**, who has been authorized by board resolution dated 20/12/2012 to execute this agreement on behalf of the company represented (hereinafter referred to as **"THE LEASE EXECUTOR" or FIRST PARTY**, which term shall mean and include their heirs, legal representative, successors, administrator and assignees) of the **First Part**,

AND

M/s. KELTECH INFRASTRUCTURE LTD., a company incorporated under the Companies Act, 1956. (No. 1 of 1956) and having its Registered office at 7, IP Building, UGF-2&3, E-109, Pandav Nagar, NH-24, Delhi-110092, through its **Director Mr. Narinder Kumar** who has been authorized by board resolution dated 20/12/2012. to execute this agreement on behalf of the company (hereinafter referred to as **"THE PROMOTER" or the "SECOND PARTY"** which term shall mean and include its successor, transferees, administrator and assignees) of the **Second Part**.

For DREAMLAND PROMOTERS & CONSULTANTS PVT LTD.

1

For Keltech Infrastructure Ltd.

Pawan Bhadana
DIRECTOR

Narinder Kumar
Director

21 DEC 2012

क्रम संख्या 101 स्टाम्प विक्रय की तिथि

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनराशि 1000/-

ओमप्रकाश शर्मा स्टाम्प विक्रेता

लाइसेंस नम्बर 91/2003

लाइसेंस की नवीनीकरण की अवधि 31-3-201

अधिकृत विक्रय करने का स्थान उप निदेशक

कार्यालय ग्रेटर नोएडा



~~कैल टैक स्टाम्प विक्रेता~~

दिल्ली

द्वारा - ~~स्टाम्प विक्रेता~~ ने उद्भव



Whereas the Plot No. GH 01 B ,SECTOR 16,NOIDA EXTN.,GREATER NOIDA WEST.U.P. located hereinafter described, forms the part of the land acquired by the (First Party) through LEASE deed executed in the office of sub registrar Greater Noida Distt.Gautam Budh Nagar,U.P.

entered/registered in vide book No. 1, Zild No.12171. from page no. 287 to 338 ... on Serial No...24068 dated 12/12/2012 at Sub Registrar- office Greater Noida Gautam Budh Nagar,U.P.

Total Plot Area

10000 Sq. Meters

Detail of Residential Plot:- GH-01 B ,SECTOR 16, GREATER NOIDA (WEST), U.P.

TOWARDS NORTH	: GH 01C ,SECTOR 16,G.NOIDA WEST.
TOWARDS SOUTH	: GH 01 A SEC. 16 ,G.NIODA West.
TOWARD EAST	: 60 MTR WIDE ROAD,.
TOWARD WEST	: GH 01 A ,SEC 16 ,G Noida West

AND whereas the owner was desirous to facilitate development of Residential Housing Project, which is an integrated, self contained development of International Standard that would refer to high quality, ready to use residential flats to ensure high quality of life. The said plot has to be developed into a Residential Apartment Complex, and the EXECUTORS of this deed have acquired such land through lease deed executed by the GNIDA sub registrar Greater Noida Distt.Gautam Budh Nagar,U.P.entered/registered in vide book No. 1, Zild No...12171 from page .287 to ...338 ... on Serial No...24068 dated 12/12/2012 at Sub Registrar- office Greater Noida Gautum Budh Nager,U.P.

AND WHEREAS the FIRST PARTY are the absolute owner and in possession of LEASE hold land measuring area 10000 Sq. Mtrs, situated at Plot No. GH 01 B ,SECTOR 16,NOIDA EXTN.,GREATER NOIDA WEST.U.P detailed as per annexure to this agreement and that the said land is free from all sorts of encumbrances, liens, charges, court attachment and liabilities of every sort of nature and court cases etc.

AND WHEREAS the FIRST PARTY has further stated that the said land is not the subject matter of any litigation, it does not come under the preview of any dispute, nor is encumbered; in any manner and that it has a clear marketable right and title. In case at any time it is found that such land is encumbered than lease executor shall be liable to compensate the promoters.

AND WHEREAS the said property has never been a subject of acquisition or requisition by any authority.

AND WHEREAS the Promoter (Second Party) has represented that it has requisite experience and resources to construct and manage such project.

AND WHEREAS the FIRST PARTY approached the Promoter (Second Party) to develop the housing and commercial project on the said site as per the terms of the said deed, to which the Promoter (Second Party) after examining the terms of the said deed & other aspect have agreed on the terms and condition contained on this agreement.

For DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.

Pawan Bhatnagar
DIRECTOR

For Keltech Infrastructure Ltd.

[Signature]
Director

NOW THIS AGREEMENT WITNESSETH AND RECORDS AS UNDER:

1. That, the subject matter of this agreement is LEASE HOLD plot, situated at Plot No. GH 01 B, Sector 16 Greater Noida (West) the area of demised property is 10000 Sq. Mtrs. This is in possession of the FIRST PARTY as per annexed plan along with lease Deed dated 12/12/2012. It has also been agreed that any due amount to GNIDA as per lease deed shall be paid by promoters as per installments made due by GNIDA and no amount shall be paid by Lease executor
2. That, the FIRST PARTY hereby agree for development and construction of the residential apartments as per the terms of the lease deed on piece and parcel of land bearing Plot No. GH 01 B, Sector 16 Greater Noida (West), located on undivided and impartible total land of 10000 Sq.Mtr. and accordingly permit the Promoter (Second Party) hereby agree to develop the said property in accordance with the terms of the said deed. The Promoter (Second Party) has agreed and undertaken to finalize details of construction of residential apartments at the said property at their own costs and out of their own resources after receiving the requisite permission and sanction from all the concerned authorities.
3. That the FIRST PARTY has given permission to the Promoter (Second Party) to raise construction of the Residential Apartments on the said property and has agreed to sign all applications, affidavits, papers etc. which are required to seeking requisite sanctions, permissions from the appropriate authorities for the construction of the proposed residential apartments.
4. That, all the expenses, costs, levies and other charges etc. for the development of the Residential Apartments, payable to the government, Development Authority, Nagar Palika or any other authority or authorities, shall be exclusively incurred and borne by the Promoter (Second Party) up to obtaining Completion Certificate from the appropriate authority and the FIRST PARTY shall not be responsible for the same in any manner whatsoever,
5. That, the Promoter (Second Party) shall be entitled to apply and obtain temporary and/or permanent water, sewer and electricity connection for the proposed Residential Apartments and expenses for the same shall be borne by the Promoter (Second Party).
6. It is agreed between the parties that the Promoter (Second Party) will construct and achieve the maximum permissible FAR of the land area.
7. (I) That the Promoter (Second Party) shall, at their own cost and expenses in the name and for and on behalf of the FIRST PARTY apply to the GNIDA and other concerned authorities for the grant of the requisite clearances, permission, sanction, approvals, extension, execution etc, of the plan to construct on the said plot, the proposed - Residential Apartments, in accordance with zonal plans in force for the area concerned and the Rules & Regulations FAR etc, applicable there to at the relevant time.

(II) That the FIRST PARTY for the aforesaid proposal shall execute a registered power of attorney in favour of the director of the Promoter company (Second Party) authorizing them to sign, submit, pursue and follow up the said application and to do all other lawful acts, deeds and things necessary for obtaining permission and sanction for the development of the aforesaid plot at the time of execution of contract agreement or earlier as mutually agreed.

For DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.

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For Keltech Infrastructure Ltd.

Pam Singh

DIRECTOR

[Signature]
Director

8. That the proposed property is presently vacant and in order to develop the said property it has been agreed that vacant possession would be given by the FIRST PARTY through a written letter to the Promoter (Second Party) immediately after the signing of such agreement for the purpose of developing the land and construction thereon, only with the authority to commence construction of the said property in the accordance with the building plans sanctioned by the authorities. It has been agreed that for the purpose of execution of this collaboration party of the first part shall allow unrestrictively access at all times to the party of the second part and party of second part shall with the aggregation of man and material shall start the development of the said plot. Execution of power of attorney shall be provided by the owner to the promoter for the said purpose.
9. That no dues certificate and other clearances from Income Tax Department till date as and when required by the Promoter (Second Party) will be furnished by the FIRST PARTY.
10. That, the consideration of this Agreement, the FIRST PARTY has allowed the Promoter (Second Party) to enter upon the said property and to do all such acts and things as may be considered necessary or conducive for construction of the Residential Apartments at their own cost and expenses and the parties to this agreement have also agreed that after completion of the said Residential Apartments, the Promoter (Second Party) shall sell the entire Residential Apartments as whole or in parts, and after selling the entire Residential Apartments, the total sale consideration received by the Promoter (Second Party) from the prospective purchasers shall be apportioned between the FIRST PARTY and the Promoter (Second Party) in the ratio of (First Party as FIRST PARTY 6630 sft : 363370 sft. promoter (Second Party). The promoters shall be allowed to accept the booking amount and any other advance from the prospective buyers and the same shall be accounted for in the said ratio at the end of each year till completion of the project or sale which ever is later.
11. It is further agreed that in consideration of the FIRST PARTY contributing the said land and agreed to authorize and permit the developer to construct the Residential Apartments/Commercial Complex on the property, the Promoter (Second Party) shall regain and own 363370 sft. of the total built up area and the division would be made as convenient or complete dwelling unit. However in case it is not possible to divide/demarcate the share of owner in any one Block/Apartments/Complex within the premises it would be adjusted in monetary terms.
12. That the FIRST PARTY agreed to provide full support in making available documents and signing necessary documents for doing all such necessary acts and things to obtain the requisite permission, approval, sanction etc. for construction of the Residential Apartments at the said premises.
13. (a) That the Promoter (Second Party) shall have power to sale, lease, mortgage and transfer the LEASE EXECUTOR (First Party) lease rights title and interest take the loan, to sale, built up area as provided aforesaid on such terms and conditions and such manner as they made respectively deem fit without any interference, right or clearance by the owner/First Party [lease executor].



For DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.

Pawan Bhatnagar
DIRECTOR

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For Keltech Infrastructure Ltd.

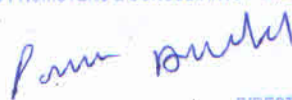
[Signature]
Director

(b) That the Promoter (Second Party) shall be entitled to receive premium, advances and other payments from the respective buyers and lessees etc. and give receipt and enter into agreement or execute necessary documents as promoter (Second Party) may deem fit in regard to all built up areas.

(c) That the FIRST PARTY (First Party) shall be liable to execute, sign and register and shall join the Promoter (Second Party) in executing such documents including agreements and sale/lease deed as may be required by the Promoter (Second Party) for transferring the proportionate land as per built up areas or part thereof in respect of 100% built up areas as the Promoter (Second Party) may require.

14. That, in case any liability on account of construction and related to construction, will be paid by the Promoter (Second Party) including direct and indirect taxation, state or central government levies including service tax, Vat etc. However, the stamp duty and registration charges in respect of the indenture of convenience and other documents to be executed for built up area belonging to the Promoter (Second Party) shall be borne and paid by the Promoter (Second Party) or the prospective buyers.
15. That, the duration and date for the completion of the project in all respect up to obtaining completion certificate would be decided by promoters of this agreement as they are the best judge on the project.
16. It is also mutually decided interim both the parties that collaboration deposit Rs. 2 crore amount will be adjusted against sale proceeds of 6630 sq. ft. area share of party of first part for which all inclusive rate of Rs. 3000/- per sq. ft. shall be considered at all times.
17. That the Promoter (Second Party) shall be entitled to transfer or dispose of the entire Residential Apartments, constructed on the said property, with the right to deal with, enter into agreement, execute sale/lease deed without any hindrance or obstruction of the FIRST PARTY. It is hereby made clear that FIRST PARTY shall be impeded as a party to the sale/lease deed to be executed by the Promoter (Second Party) favoring the prospective purchasers and first party shall ever cooperate at all times to come till all flats are registered.
18. That the Promoter (Second Party) shall be entitled to invite tenders, give contracts, display signboard, give advertisement etc. for the purpose of construction and marketing of the proposed Residential Apartments.
19. That all the workers, contractors, suppliers, engineers, architects, agents etc., who may be employed or engaged for the construction activities of the Residential Apartments shall have no concern with the FIRST PARTY and all their claims shall be paid by the Promoter (Second Party) and the FIRST PARTY shall not be responsible for the same in any manner whatsoever.
20. That for removal of doubts, it is hereby agreed and understood that the FIRST PARTY shall in no way be responsible or liable for any financial or other liabilities of the Promoter (Second Party) in respect of the proposed Residential Apartments in any manner whatsoever.
21. That the authority given to the Promoter (Second Party) under this agreement cannot be withdrawn and restricted by any means by the FIRST PARTY.

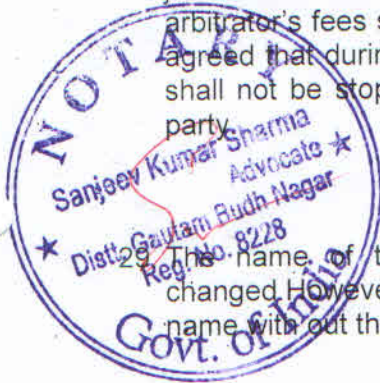
For DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.


DIRECTOR

For Keltech Infrastructure Ltd.


Director

22. That the FIRST PARTY and the Promoter (Second Party) have entered into this agreement on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership or a joint venture or any association of person between the parties hereto.
23. That an amount of Rs. 2 crore which has been paid as per details mentioned below as collaboration security which would be either refunded by the party of first part or be adjusted against the sale of part of portion entitlements to party of second part, if second party opts for that.
24. That the stamp duty, registration charges and other incidental expenses as may be liable on this agreement as well as any other agreement required to be executed between the Promoter (Second Party) and the FIRST PARTY or any other person arising from or connected with this agreement, shall be borne by the Promoter (Second Party).
25. That, the FIRST PARTY shall bear and pay all outstanding charges and dues whatsoever and of whatsoever nature of such plot and the structure standing here on including the property and ground lease/rent and charges of electricity, water tax, etc, up to the period when the construction begin for the possession is delivered to the Promoter (Second Party).
26. That, it is agreed that the terms of this agreement can be altered/modified by mutual consent by way of exchange of letters or by supplementary agreements.
27. It has been agreed that in terms of lease deed dated.12/12/2012 executed between Dream Land Promoters & consultants p ltd. & GNIDA this arrangement of collaboration has been reached and Dream land is duly bound to execute any document as required to be provided to any authority under their authority following the terms of said lease deed.
28. That, all dispute if any, including all matters incidentally to or in relation there to shall be referred to arbitration under the Indian Arbitration Act. The award given by the arbitrator shall be final and binding on both the parties. It is agreed that all disputes shall be subject to the jurisdiction of Delhi Court only. The sittings to, shall be held in Delhi. The expenses including arbitrator's fees shall be borne by the party referring the dispute to arbitration. It is expressly agreed that during the pendency of such proceedings the work of construction/development shall not be stopped and no hindrance/obstruction or restriction shall be created by either party.
29. The name of the project shall be KUMAR IMPERIAL GREENS which shall not be changed. However promoters reserves their right to exercise as a marketing need to change name with out the consent of Lease executor.
30. The agreement has been executed in duplicate typed on Stamp paper of Rs. 1000/- each and both copies shall be treated to be original.



Description of the property on which the proposed Residential Apartment is to be constructed.

For DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.

Pam Durlas
DIRECTOR

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For Keltech Infrastructure Ltd.

[Signature]
Director

All that lease hold plot of land measuring 10000 Sq. Meters, land bearing Plot No. GH-01 B, Sector-16, Greater - Noida (West), U.P. located on undivided and impartible total land of butted and bounded as under:

Detail of Residential Plot:- GH-01 B ,SECTOR 16 GREATER NOIDA WEST, U.P.

TOWARDS NORTH	: GH 01C ,SECTOR 16,G.NOIDA WEST.
TOWARDS SOUTH	: GH 01 A SEC. 16 ,G.NIODA West.
TOWARD EAST	: 60 MTRE WIDE ROAD,.
TOWARD WEST	: GH 01 A ,SEC 16 ,G Noida West

IN WITNESS WHEREOF the parties hereto have said their respective hands on the date, month and year mentioned first above, in the presence of following witnesses.

WITNESSES:

1. Vivek Sharma
Vivek Sharma S/o. Mr. M.K. Sharma
98 Meena Apartment I.P. Road
Delhi-110022
2. _____

Owner

FOR LAND PROMOTERS & CONSULTANTS PVT. LTD.

Pawan Kumar

(Mr. _____) DIRECTOR

(First Party)

for and on behalf of

.....
(Director)

Promoter

For Keltech Infrastructure Ltd.

Narinder Kumar
Director

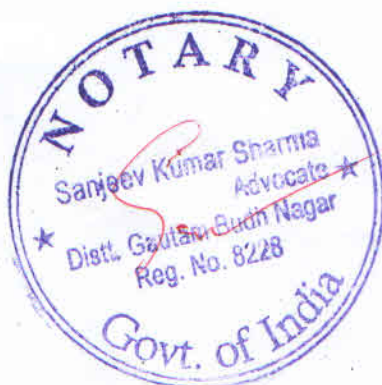
(Narinder Kumar)

(Second Party)

for and on behalf of

KELTECH Infrastructure Ltd.

(Director)



ATTESTED

Sanjeev Kumar Sharma
Advocate, Notary

Enclosures:

Annexure – A, Plot No. GH-01 B, Sector-16, Greater Noida (West), U.P., located on undivided and impartible part of the total land of Plot No. GH-01, of Area measuring 2,02,319.46 sq. mtr. land acquired by the LEASE EXECUTER/FIRST PARTY through sale deed executed by the Sub Registrar on date 12-12-2012 and entered/registered in book No. 1, zild No. 12171 from page No. 287 to 338 on Serial No. 24068, dated 12-12-2012., made by Sub Registrar- office Greater Noida Gautam Budh Nagar, U.P.